

**Exhibit A-1**  
**AT&T JDPL Language Comparison**

I-1	<b><u>PART A: POINTS OF INTERCONNECTION</u></b>	<b><u>PART A: POINTS OF INTERCONNECTION</u></b>
I-1 (cont'd)	<p>1. Each Party shall interconnect to the other Party's network in accordance with the following:</p> <p>1.1 VERIZON shall permit AT&amp;T to interconnect at any technically feasible point on the VERIZON network, including, without limitation, Tandems, End Offices, outside plant facilities, and customer premises. The point where the Parties interconnect shall be called a Point of Interconnection ("POI"). Such POIs shall be used to (1) deliver ESIT originating on AT&amp;T's network to VERIZON and (2) to exchange Transit Traffic and Meet Point Billing Traffic.</p>	<p><b><u>AT&amp;T's proposed Schedule 4:</u></b></p> <p><b><u>1 Compensation terms for Exchange Service Interconnection Traffic ("ESIT") and facilities and trunking to provide ESIT are set forth in Exhibit A (Pricing) of this Agreement.</u></b></p> <p><b><u>2 Related record-keeping and record exchange requirements are set forth in Section 5.6 (Measurement and Billing) and related Schedules of this Agreement.</u></b></p> <p><b><u>3 Charges for physical network interconnection, including port, collocation, and transport (facility and trunk) will be pursuant to Exhibit A (Pricing) of this Agreement.</u></b></p> <p><b><u>4 Interconnection provided by VERIZON to AT&amp;T shall be at least equal in quality to that provided to itself or any subsidiary, affiliate or third party and is subject to the requirements of Section 26 (Performance Standards, Measurements and Penalties) of this Agreement.</u></b></p> <p><b><u>Part A: Points of Interconnection</u></b></p> <p>1. Each Party shall interconnect to the other Party's network in accordance with the following:</p> <p>1.1 VERIZON shall permit AT&amp;T to interconnect at any technically feasible point on the VERIZON network, including, without limitation, Tandems, End Offices, outside plant facilities, and customer premises. The point where the Parties interconnect shall be called a Point of Interconnection ("POI"). Such POIs shall be used to (1) deliver ESIT originating on AT&amp;T's network to VERIZON and (2) to exchange Transit Traffic and Meet Point Billing Traffic.</p>

	<p>1.2 At AT&amp;T's sole discretion, AT&amp;T will establish one or more POIs within a LATA in which AT&amp;T offers local exchange service.</p> <p>1.3 VERIZON shall interconnect to the AT&amp;T network (i.e., establish a POI) for the delivery of ESIT originating on the VERIZON network at such points mutually agreed to between the Parties or, lacking mutual agreement, at each respective AT&amp;T Switch serving the terminating AT&amp;T end user.</p> <p>1.4 Each Party will be responsible (including financial responsibility) for providing all of the facilities and engineering its network on its respective side of each POI.</p> <p>1.5 Each Party shall compensate the terminating Party under terms of this Agreement for any transport that is used to carry ESIT between the POI and a distant switch serving the terminating end user. Such transport shall be either Dedicated Transport or Common Transport pursuant to the interconnection method elected by the originating Party, subject to the terms of Part B.</p> <p>1.6 In the event that AT&amp;T elects to offer service within a LATA using a switch located in another LATA, AT&amp;T agrees to provide the transport for both Parties' traffic between the remote AT&amp;T switch and a point (i.e., a facility point of presence) within the LATA in which AT&amp;T offers service. Such facility point of presence shall be deemed to be an AT&amp;T Switch Center for the purposes of this Schedule.</p> <p>1.7 <u>The Parties will work cooperatively to establish the most efficient trunking network in accordance with the provisions set forth in this Agreement and accepted industry practices.</u></p> <p>1.8 Nothing in this Schedule shall limit AT&amp;T's right to interconnect with VERIZON.</p> <p><b>PART B: INTERCONNECTION ARCHITECTURE</b></p> <p>1 AT&amp;T METHODS – AT&amp;T, in its sole discretion, may specify one or more of the following methods to interconnect with the VERIZON network:</p>	<p>1.2 At AT&amp;T's sole discretion, AT&amp;T will establish one or more POIs within a LATA in which AT&amp;T offers local exchange service.</p> <p>1.3 VERIZON shall interconnect to the AT&amp;T network (i.e., establish a POI) for the delivery of ESIT originating on the VERIZON network at such points mutually agreed to between the Parties or, lacking mutual agreement, at each respective AT&amp;T Switch serving the terminating AT&amp;T end user.</p> <p>1.4 Each Party will be responsible (including financial responsibility) for providing all of the facilities and engineering its network on its respective side of each POI.</p> <p>1.5 Each Party shall compensate the terminating Party under terms of this Agreement for any transport that is used to carry ESIT between the POI and a distant switch serving the terminating end user. Such transport shall be either Dedicated Transport or Common Transport pursuant to the interconnection method elected by the originating Party, subject to the terms of Part B.</p> <p>1.6 In the event that AT&amp;T elects to offer service within a LATA using a switch located in another LATA, AT&amp;T agrees to provide the transport for both Parties' traffic between the remote AT&amp;T switch and a point (i.e., a facility point of presence) within the LATA in which AT&amp;T offers service. Such facility point of presence shall be deemed to be an AT&amp;T Switch Center for the purposes of this Schedule.</p> <p>1.7 The Parties will work cooperatively to establish the most efficient trunking network in accordance with the provisions set forth in this Agreement and accepted industry practices.</p> <p>1.8 Nothing in this Schedule shall limit AT&amp;T's right to interconnect with VERIZON.</p> <p><b>PART B: INTERCONNECTION ARCHITECTURE</b></p> <p>1 AT&amp;T METHODS – AT&amp;T, in its sole discretion, may specify one or more of the following methods to interconnect with the VERIZON network:</p>
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1.1	Collocation - VERIZON shall provide collocation to AT&T pursuant to the terms set forth in Section 13 (Collocation) of this Agreement. AT&T may, at its option, purchase such collocation at the rates, terms, and conditions set forth in this Agreement.	1.1	Collocation - VERIZON shall provide collocation to AT&T pursuant to the terms set forth in Section 13 (Collocation) of this Agreement. AT&T may, at its option, purchase such collocation at the rates, terms, and conditions set forth in this Agreement.
1.2	UNE Dedicated Transport provided by VERIZON – such leased facilities shall be provided at the rates, terms, and conditions set forth in this Agreement and consistent with applicable law.	1.2	UNE Dedicated Transport provided by VERIZON – such leased facilities shall be provided at the rates, terms, and conditions set forth in this Agreement and consistent with applicable law.
1.3	Exchange Access Dedicated Transport (i.e., entrance facilities) provided by VERIZON - such leased facilities shall be provided at the rates, terms, and conditions set forth the VERIZON exchange access tariff and consistent with applicable law.	1.3	Exchange Access Dedicated Transport (i.e., entrance facilities) provided by VERIZON - such leased facilities shall be provided at the rates, terms, and conditions set forth <u>in</u> the VERIZON exchange access tariff and consistent with applicable law.
1.4	Third Party Facilities – where AT&T utilizes the facilities provided by a source other than itself or VERIZON. AT&T shall comply with industry standards to maintain network integrity and will be solely responsible for any charges or fees assessed by the third party for use of its facilities.	1.4	Third Party Facilities – where AT&T utilizes the facilities provided by a source other than itself or VERIZON. AT&T shall comply with industry standards to maintain network integrity and will be solely responsible for any charges or fees assessed by the third party for use of its facilities.
1.5	Intra-building Interconnection – where both Parties have a presence within a building (e.g., a commercial building that is not a telephone central office or a telephone central office condominium arrangement) utilizing an intra-building cable.	1.5	Intra-building Interconnection – where both Parties have a presence within a building (e.g., a commercial building that is not a telephone central office or a telephone central office condominium arrangement) utilizing an intra-building cable.
1.6	Mid-Span Fiber Meet - is an interconnection method whereby the Parties jointly establish a fiber optic facility system, with each Party providing the appropriate fiber optic terminal equipment located in its serving wire center designated by AT&T and the appropriate fiber optic cable strands between its serving wire center and a splice location designated by AT&T.	1.6	Mid-Span Fiber Meet - is an interconnection method whereby the Parties jointly establish a fiber optic facility system, with each Party providing the appropriate fiber optic terminal equipment located in its serving wire center designated by AT&T and the appropriate fiber optic cable strands between its serving wire center and a splice location designated by AT&T.
1.6.1	The Parties shall provision any Mid-Span Fiber Meet by initially allocating the use of the facilities equally, with half the facility channels allotted to the use of AT&T, and half of the facility channels allotted to the use of VERIZON. Neither Party shall take any action that is likely to impair or interfere with the other Party's use of its allotted facilities.	1.6.1	The Parties shall provision any Mid-Span Fiber Meet by initially allocating the use of the facilities equally, with half the facility channels allotted to the use of AT&T, and half of the facility channels allotted to the use of VERIZON. Neither Party shall take any action that is likely to impair or interfere with the other Party's use of its allotted facilities.

	<p>1.6.2 If AT&amp;T elects to interconnect with VERIZON through a Mid-Span Fiber Meet arrangement, such arrangement shall utilize SONET protocol and provide the Parties multiple DS-3 interfaces or mutually agreed upon OC-n interfaces. In the event a Mid-Span Fiber Meet arrangement is utilized, unless the Parties agree otherwise, each Party agrees to bear all expenses associated with the purchase of appropriate equipment, materials, or services necessary to install and maintain such arrangement on its side of the fiber splice. The reasonably incurred construction costs for a Mid-Span Fiber Meet established pursuant to this Section will be shared equally (i.e., 50:50) between the Parties, unless otherwise agreed in writing. No other charges shall apply to either Party's use of its allotted facilities over such Mid-Span Fiber Meet arrangement for the term of the Agreement. Augments to the Mid-Span Fiber Meet shall be mutually agreed to by the Parties in writing. Either Party may purchase transport capacity on the Mid-Span Fiber Meet arrangement allotted to the other Party when the other Party has spare capacity. Spare capacity shall mean an existing unused DS3 facility between the Mid-Span Fiber Meet fiber optic terminals that the providing Party does not plan to use within the next twelve months immediately following the request for spare capacity. A Party must respond to a request for spare capacity from the other Party within ten (10) business days notifying the other Party whether the spare capacity exists. If spare capacity is available, the providing Party shall provision the spare capacity within thirty (30) business days from the date of the request if no significant equipment hardware and/or software additions or changes are required. If significant hardware and/or software additions or changes are required, the providing Party shall provision the spare capacity within a commercially reasonable time frame using commercially reasonable efforts to minimize the amount of time required to effectuate such required additions or changes, but in no event later than one hundred twenty (120) business days from the date of the request. After provisioning of the spare capacity is completed, the Party receiving the spare capacity may place orders for services using that spare capacity. Once orders are submitted by the Party receiving the spare capacity, the standard</p>	<p>1.6.2 If AT&amp;T elects to interconnect with VERIZON through a Mid-Span Fiber Meet arrangement, such arrangement shall utilize SONET protocol and provide the Parties multiple DS-3 interfaces or mutually agreed upon OC-n interfaces. In the event a Mid-Span Fiber Meet arrangement is utilized, unless the Parties agree otherwise, each Party agrees to bear all expenses associated with the purchase of appropriate equipment, materials, or services necessary to install and maintain such arrangement on its side of the fiber splice. The reasonably incurred construction costs for a Mid-Span Fiber Meet established pursuant to this Section will be shared equally (i.e., 50:50) between the Parties, unless otherwise agreed in writing. No other charges shall apply to either Party's use of its allotted facilities over such Mid-Span Fiber Meet arrangement for the term of the Agreement. Augments to the Mid-Span Fiber Meet shall be mutually agreed to by the Parties in writing. Either Party may purchase transport capacity on the Mid-Span Fiber Meet arrangement allotted to the other Party when the other Party has spare capacity. Spare capacity shall mean an existing unused DS3 facility between the Mid-Span Fiber Meet fiber optic terminals that the providing Party does not plan to use within the next twelve months immediately following the request for spare capacity. A Party must respond to a request for spare capacity from the other Party within ten (10) business days notifying the other Party whether the spare capacity exists. If spare capacity is available, the providing Party shall provision the spare capacity within thirty (30) business days from the date of the request if no significant equipment hardware and/or software additions or changes are required. If significant hardware and/or software additions or changes are required, the providing Party shall provision the spare capacity within a commercially reasonable time frame using commercially reasonable efforts to minimize the amount of time required to effectuate such required additions or changes, but in no event later than one hundred twenty (120) business days from the date of the request. After provisioning of the spare capacity is completed, the Party receiving the spare capacity may place orders for services using that spare capacity. Once orders are submitted by the Party receiving the spare capacity, the standard</p>
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	provisioning intervals will apply based on the types of services requested, provided that all necessary facilities beyond the Mid-Span Fiber Meet fiber optic terminals are available. The rate charged by one Party to the other Party for such spare capacity shall be no more than the rates set forth in Exhibit A (Pricing) for UNE-Dedicated Transport.	provisioning intervals will apply based on the types of services requested, provided that all necessary facilities beyond the Mid-Span Fiber Meet fiber optic terminals are available. The rate charged by one Party to the other Party for such spare capacity shall be no more than the rates set forth in Exhibit A (Pricing) for UNE-Dedicated Transport.
I-1 (Cont'd)	<p>1.6.3 The originating Party is responsible for transporting its traffic from the cross-connection device (e.g., DS-X or LG-X panel) serving the terminating Party's terminating electronics for the Mid-Span Fiber Meet to the POI that is applicable to the traffic which is being terminated. The originating Party shall provide or cause to be provided any transport needed to deliver its traffic to any such POI that is not within the same serving wire center as the Mid-Span Fiber Meet terminal equipment. The Parties will utilize one of the interconnection methods set forth in this Part B Section 1 or Section 2, as applicable, for any such additional transport.</p> <p>1.6.4 In establishing a Mid-Span Fiber Meet arrangement and associated interconnection trunking, or an augment to such an arrangement the Parties agree to work together on routing, determining the appropriate facility system size (i.e., OC-n) based on the most recent traffic forecasts, equipment selection, ordering, provisioning, maintenance, repair, testing, augment, and compensation procedures and arrangements, reasonable distance limitations, and on any other arrangements necessary to implement the Mid-Span Fiber Meet arrangement and associated interconnection trunking ("Implementation Provisions"). The Implementation Provisions shall be agreed to by the Parties in writing at the initial implementation meeting. If, despite the Parties good faith efforts, the Parties cannot agree on material terms relating to the Implementation Provisions, the dispute resolution provisions of Section 28.11 of this Agreement shall apply. Unless otherwise mutually agreed, in order to delay the Mid-Span activation date required under this Section either Party must be granted a stay of the timeframe by the Commission. The activation date for a Mid-Span Fiber Meet arrangement or an augment to such arrangement, shall be established as follows:</p>	<p>1.6.3 The originating Party is responsible for transporting its traffic from the cross-connection device (e.g., DS-X or LG-X panel) serving the terminating Party's terminating electronics for the Mid-Span Fiber Meet to the POI that is applicable to the traffic which is being terminated. The originating Party shall provide or cause to be provided any transport needed to deliver its traffic to any such POI that is not within the same serving wire center as the Mid-Span Fiber Meet terminal equipment. The Parties will utilize one of the interconnection methods set forth in this Part B Section 1 or Section 2, as applicable, for any such additional transport.</p> <p>1.6.4 In establishing a Mid-Span Fiber Meet arrangement and associated interconnection trunking, or an augment to such an arrangement, the Parties agree to work together on routing, determining the appropriate facility system size (i.e., OC-n) based on the most recent traffic forecasts, equipment selection, ordering, provisioning, maintenance, repair, testing, augment, and compensation procedures and arrangements, reasonable distance limitations, and on any other arrangements necessary to implement the Mid-Span Fiber Meet arrangement and associated interconnection trunking ("Implementation Provisions"). The Implementation Provisions shall be agreed to by the Parties in writing at the initial implementation meeting. If, despite the Parties good faith efforts, the Parties cannot agree on material terms relating to the Implementation Provisions, the dispute resolution provisions of Section 28.11 of this Agreement shall apply. Unless otherwise mutually agreed, in order to delay the Mid-Span activation date required under this Section either Party must be granted a stay of the timeframe by the Commission. The activation date for a Mid-Span Fiber Meet arrangement or an augment to such arrangement, shall be</p>

	<p>(i) the Mid-Span Fiber Meet facilities shall be activated within 120 days from the initial implementation meeting which shall be held within 10 business days of the receipt by VERIZON of AT&amp;T's complete and accurate response to the VERIZON Mid-Span Fiber Meet questionnaire and (ii) the provisioning for the DS3 facilities and the trunk groups up to 10 new trunk groups or 1440 switched trunks, within 60 business days after the Mid-Span Meet facility system is activated. Intervals for quantities of trunks greater than the specified limits shall be negotiated by the Parties. The timeframes specified in this section are contingent upon AT&amp;T's completing its milestones agreed to at the initial implementation meeting on time. If AT&amp;T obtains dark fiber from a third party for its portion of the fiber optic cable, AT&amp;T shall use reasonable efforts to ensure that the third-party provider does not unreasonably delay VERIZON's efforts to complete the interconnection by the deadline. Any Mid-Span Fiber Meet arrangement where the fiber splice location will be located at a third-party premises is expressly conditioned on the Parties having sufficient fiber optic cable capacity at the requested location to meet such request, each Party having unrestricted 24-hour access to the requested location, and on other appropriate protections as reasonably deemed necessary by either Party, and on an appropriate commitment that such access and other arrangements will not be changed or altered.</p>	<p>established as follows: (i) the Mid-Span Fiber Meet facilities shall be activated within 120 days from the initial implementation meeting which shall be held within 10 business days of the receipt by VERIZON of AT&amp;T's complete and accurate response to the VERIZON Mid-Span Fiber Meet questionnaire and (ii) the provisioning for the DS3 facilities and the trunk groups up to 10 new trunk groups or 1440 switched trunks, within 60 business days after the Mid-Span Meet facility system is activated. Intervals for quantities of trunks greater than the specified limits shall be negotiated by the Parties. The timeframes specified in this section are contingent upon AT&amp;T's completing its milestones agreed to at the initial implementation meeting on time. If AT&amp;T obtains dark fiber from a third party for its portion of the fiber optic cable, AT&amp;T shall use reasonable efforts to ensure that the third-party provider does not unreasonably delay VERIZON's efforts to complete the interconnection by the deadline. Any Mid-Span Fiber Meet arrangement where the fiber splice location will be located at a third-party premises is expressly conditioned on the Parties having sufficient fiber optic cable capacity at the requested location to meet such request, each Party having unrestricted 24-hour access to the requested location, and on other appropriate protections as reasonably deemed necessary by either Party, and on an appropriate commitment that such access and other arrangements will not be changed or altered.</p>
I-1 (Cont'd)	<p>1.6.5 Unless the Parties otherwise mutually agree, the SONET data control channel will be disabled.</p> <p>1.7 Any other technically feasible method requested by AT&amp;T.</p> <p>2. VERIZON METHODS – VERIZON may specify one or more of the following methods to interconnect with the AT&amp;T network, subject to the terms herein:</p>	<p>1.6.5 Unless the Parties otherwise mutually agree, the SONET data control channel will be disabled.</p> <p>1.7 Any other technically feasible method requested by AT&amp;T.</p> <p>2. VERIZON METHODS – VERIZON may specify one or more of the following methods to interconnect with the AT&amp;T network, subject to the terms herein:</p>

	<p>2.1 Space License - AT&amp;T, at its sole discretion, may permit VERIZON to utilize space and power in AT&amp;T facilities specified by AT&amp;T solely for the purpose of terminating ESIT, Transit Traffic and Meet Point Traffic (collectively "I-Traffic"). The terms and conditions of such arrangement shall be pursuant to Schedule 4.2.2 (Space License) of this Agreement.</p> <p>2.1.1 Notwithstanding AT&amp;T's sole discretion to permit VERIZON to utilize space and power in AT&amp;T facilities, if VERIZON is providing to AT&amp;T an exchange access entrance facility to a certain AT&amp;T Switch Center and the terminating equipment used to provide such exchange access entrance facility has spare capacity, then VERIZON may, at its discretion, use the spare capacity of such equipment to establish transport facilities for the purpose of terminating I-Traffic under the terms, conditions and prices set forth in Schedule 4.2.2 (Space License) of this Agreement.</p> <p>2.2 Dedicated Transport provided by AT&amp;T – Such leased facilities shall be provided, where available at the rates, terms, and conditions set forth in this Agreement or AT&amp;T tariff. Dedicated Transport shall be considered available based on AT&amp;T's projected need for the requested capacity over the term requested by VERIZON.</p> <p>2.3 Third Party Facilities – where VERIZON utilizes the facilities provided by a source other than itself or AT&amp;T. VERIZON shall comply with industry standards to maintain network integrity and will be solely responsible for any charges or fees assessed by the third party for use of its facilities.</p> <p>2.5 Intra-building Interconnection – subject to mutual agreement of the parties, where both Parties have a presence within a building (e.g., a commercial building that is not a telephone central office or a telephone central office condominium arrangement) utilizing an intra-building cable.</p>	<p>2.1 Space License - AT&amp;T, at its sole discretion, may permit VERIZON to utilize space and power in AT&amp;T facilities specified by AT&amp;T solely for the purpose of terminating ESIT, Transit Traffic and Meet Point Traffic (collectively "I-Traffic"). The terms and conditions of such arrangement shall be pursuant to Schedule 4.2.2 (Space License) of this Agreement.</p> <p>2.1.1 Notwithstanding AT&amp;T's sole discretion to permit VERIZON to utilize space and power in AT&amp;T facilities, if VERIZON is providing to AT&amp;T an exchange access entrance facility to a certain AT&amp;T Switch Center and the terminating equipment used to provide such exchange access entrance facility has spare capacity, then VERIZON may, at its discretion, use the spare capacity of such equipment to establish transport facilities for the purpose of terminating I-Traffic under the terms, conditions and prices set forth in Schedule 4.2.2 (Space License) of this Agreement.</p> <p>2.2 Dedicated Transport provided by AT&amp;T – Such leased facilities shall be provided, where available at the rates, terms, and conditions set forth in this Agreement or AT&amp;T tariff. Dedicated Transport shall be considered available based on AT&amp;T's projected need for the requested capacity over the term requested by VERIZON.</p> <p>2.3 Third Party Facilities – where VERIZON utilizes the facilities provided by a source other than itself or AT&amp;T. VERIZON shall comply with industry standards to maintain network integrity and will be solely responsible for any charges or fees assessed by the third party for use of its facilities.</p> <p>2.5 Intra-building Interconnection – subject to mutual agreement of the <del>parties</del><b>Parties</b>, where both Parties have a presence within a building (e.g., a commercial building that is not a telephone central office or a telephone central office condominium arrangement) utilizing an intra-building cable.</p>
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	<p>2.6 Mid-Span Fiber Meet – interconnection of each Party’s fiber cable at a location to which the parties have mutually agreed. Such arrangements, when at the request of the VERIZON, are subject to the mutual agreement of the Parties. Unless otherwise mutually agreed, each Party shall bear its own costs to install and operate the facilities on its side of the fiber optic splice connection.</p> <p>2.6.1 The Parties will work cooperatively in the selection of compatible transmission equipment.</p> <p>2.6.2 Unless the Party’s otherwise mutually agree, the SONET data control channel will be disabled.</p> <p>3. TRANSITION TO NEW ARRANGEMENT - The Parties will implement the interconnection arrangement specified in this Schedule in accordance with the following:</p> <p>3.1 Upon the Effective Date of the Agreement, if either Party is providing interconnection facilities and/or transport to the terminating Party as described in Part A and for which the terminating Party was not paying compensation under the former agreement, then the providing Party may immediately assess, and the terminating Party shall pay, the charges for such interconnection facilities and transport, as applicable.</p> <p>3.2 If either Party determines that the interconnection arrangement implemented under the former agreement does not comport with interconnection arrangement set forth in this Schedule, then such Party may request that the existing interconnection arrangement be converted to the interconnection arrangement set forth in this Schedule. To assure that any such conversion is reasonable, such conversions will be implemented in accordance with the following guidelines.</p>	<p>2.6 Mid-Span Fiber Meet – interconnection of each Party’s fiber cable at a location to which the parties have mutually agreed. Such arrangements, when at the request of the VERIZON, are subject to the mutual agreement of the Parties. Unless otherwise mutually agreed, each Party shall bear its own costs to install and operate the facilities on its side of the fiber optic splice connection.</p> <p>2.6.1 The Parties will work cooperatively in the selection of compatible transmission equipment.</p> <p>2.6.2 Unless the Party’s otherwise mutually agree, the SONET data control channel will be disabled.</p> <p>3. TRANSITION TO NEW ARRANGEMENT - The Parties will implement the interconnection arrangement specified in this Schedule in accordance with the following:</p> <p>3.1 Upon the Effective Date of the Agreement, if either Party is providing interconnection facilities and/or transport to the terminating Party as described in Part A and for which the terminating Party was not paying compensation under the former agreement, then the providing Party may immediately assess, and the terminating Party shall pay, the charges for such interconnection facilities and transport, as applicable.</p> <p>3.2 If either Party determines that the interconnection arrangement implemented under the former agreement does not comport with interconnection arrangement set forth in this Schedule, then such Party may request that the existing interconnection arrangement be converted to the interconnection arrangement set forth in this Schedule. To assure that any such conversion is reasonable, such conversions will be implemented in accordance with the following guidelines.</p>
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<p>3.2.1 Within forty five (45) days of a request by either Party to convert the existing interconnection arrangement, the Parties will mutually develop a transition plan for each LATA based on the terms of this agreement that will specify: (1) each party's POIs; (2) to the extent known at that time, each party's plans for deploying new interconnection facilities (e.g., build or lease); (3) the existing interconnection arrangements that will be grandfathered, if any; (4) the applicable grandfather period for each such arrangement; (5) the sequence and timeframes for the balance of the existing arrangements to be converted to the new interconnection arrangement; and (6) any special ordering and implementation procedures to be used for such conversions.</p>	<p>3.2.1 Within forty five (45) days of a request by either Party to convert the existing interconnection arrangement, the Parties will mutually develop a transition plan for each LATA based on the terms of this agreement that will specify: (1) each <del>party</del><u>Party</u>'s POIs; (2) to the extent known at that time, each <del>party</del><u>Party</u>'s plans for deploying new interconnection facilities (e.g., build or lease); (3) the existing interconnection arrangements that will be grandfathered, if any; (4) the applicable grandfather period for each such arrangement; (5) the sequence and timeframes for the balance of the existing arrangements to be converted to the new interconnection arrangement; and (6) any special ordering and implementation procedures to be used for such conversions.</p>
<p>3.2.2 If the Parties have deployed two-way ESIT trunk groups (exclusive of exchange access trunks on which the parties may have combined ESIT) under the previous agreement, then at AT&amp;T's request VERIZON hereby agrees that: (1) as of the date of AT&amp;T's request the existing two-way trunk groups will be capped (i.e., no longer augmented); (2) the parties will establish and augment new one-way trunk groups for traffic growth; (3) with respect to end-office trunk groups, one-way groups shall be designated primary-high, and two-way end-office trunk groups shall be designated intermediate-high; (4) with respect to tandem trunk groups, one-way groups shall be designated direct or alternate final and two-way groups shall be designated alternate final or intermediate high; both as designated by AT&amp;T; and (5) notwithstanding the one-year limit set forth in Section 3.2.4, on the date requested by AT&amp;T, the two-way groups will be discontinued and the affected traffic will be routed via the one-way trunk groups.</p>	<p>3.2.2 If the Parties have deployed two-way ESIT trunk groups (exclusive of exchange access trunks on which the parties may have combined ESIT) under the previous agreement, then at AT&amp;T's request VERIZON hereby agrees that: (1) as of the date of AT&amp;T's request the existing two-way trunk groups will be capped (i.e., no longer augmented); (2) the <del>parties</del><u>Parties</u> will establish and augment new one-way trunk groups for traffic growth; (3) with respect to end-office trunk groups, one-way groups shall be designated primary-high, and two-way end-office trunk groups shall be designated intermediate-high; (4) with respect to tandem trunk groups, one-way groups shall be designated direct or alternate final and two-way groups shall be designated alternate final or intermediate high; both as designated by AT&amp;T; and (5) notwithstanding the one-year limit set forth in Section 3.2.4, on the date requested by AT&amp;T, the two-way groups will be discontinued and the affected traffic will be routed via the one-way trunk groups.</p>
<p>3.2.3 Unless otherwise mutually agreed, each Party shall bear its own costs to convert from the existing interconnection arrangements to the interconnection arrangements described in this Agreement.</p>	<p>3.2.3 Unless otherwise mutually agreed, each Party shall bear its own costs to convert from the existing interconnection arrangements to the interconnection arrangements described in this Agreement.</p>

	<p>3.2.4 Unless otherwise mutually agreed, the Parties will complete the conversion within one (1) year of the request by either Party to convert the existing interconnection arrangement.</p> <p>3.3 If, following one (1) year after the request by either Party to convert the existing interconnection arrangement pursuant to Section 3.2, there exists any I-Traffic trunks which (1) are not grandfathered pursuant to Section 3.2.1 of this Part B and (2) have not been converted to the interconnection arrangements described in this Agreement, then either Party may elect to initiate an Alternative Dispute Resolution proceeding, in accordance with the process set forth in Section 28.11 of this Agreement, to require the other party to complete such conversion.</p> <p>4. MEET POINT TRAFFIC - The Parties will establish two-way meet point trunk groups separate from ESIT trunk groups, to carry Meet Point Traffic. The trunks will be established in GR-394-CORE format. The Parties agree that, in addition to the provisions of Section 6.3 of the Agreement, the following provisions will apply to the switching and transport of Meet Point Traffic:</p> <p>4.1 Each Party will provide to the other Party tandem switching and transport of Feature Group B and D calls from end-users who have chosen an IXC that is connected to the first Party's Tandem Switch.</p> <p>4.2 When VERIZON provides the tandem switching and AT&amp;T provides the transport and local switching functions, then (i) neither Party will charge the other for the use of its facilities; and (ii) the Parties will allocate revenues from the switched access services provided to the IXC in accordance with MECOD/MECAB guidelines.</p> <p>4.3 When AT&amp;T provides the tandem switching and the transport functions, VERIZON provides local switching, and AT&amp;T routes traffic via direct end-office trunks, then (i) AT&amp;T will bill the IXC for both Parties' switched access services; and (ii) notwithstanding the MECOD/MECAB guidelines, AT&amp;T will</p>	<p>3.2.4 Unless otherwise mutually agreed, the Parties will complete the conversion within one (1) year of the request by either Party to convert the existing interconnection arrangement.</p> <p>3.3 If, following one (1) year after the request by either Party to convert the existing interconnection arrangement pursuant to Section 3.2, there exists any I-Traffic trunks which (1) are not grandfathered pursuant to Section 3.2.1 of this Part B and (2) have not been converted to the interconnection arrangements described in this Agreement, then either Party may elect to initiate an Alternative Dispute Resolution proceeding, in accordance with the process set forth in Section 28.11 of this Agreement, to require the other <del>party</del><u>Party</u> to complete such conversion.</p> <p><del>4.4</del> MEET POINT TRAFFIC - The Parties will establish two-way meet point trunk groups separate from ESIT trunk groups, to carry Meet Point Traffic. The trunks will be established in GR-394-CORE format. The Parties agree that, <del>in addition to the provisions of Section 6.3 of the Agreement,</del> the following provisions will apply to the switching and transport of Meet Point Traffic:</p> <p>4.1 <del>Each Party</del><u>AT&amp;T</u> will provide to the other Party <del>tandem</del><u>local</u> switching and, <u>at its discretion,</u> transport of Feature Group B and D calls from <u>AT&amp;T</u> end-users who have chosen an IXC that is connected to the first Party <u>Verizon's Tandem</u> <del>tandem</del> <u>Switch</u><del>switch</del>.</p> <p>4.2 <del>When VERIZON provides the</del><u>Verizon will provide</u> tandem switching and, <u>if so requested by AT&amp;T provides the,</u> transport <u>of Feature Group B</u> and local switching functions, then (i) <del>neither</del><u>D calls from AT&amp;T end-users who have chosen an IXC that is connected to Verizon's tandem switch.</u></p> <p><del>4.3</del> <u>Neither</u> Party will charge the other for the use of its facilities; and (ii) <del>the Parties will allocate revenues from the switched access services provided to each bill the IXC</del> <u>customer</u> in accordance with MECOD/MECAB guidelines.</p>
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	<p>remit to VERIZON 70% of the charges collected from the IXC.</p> <p>4.4 When AT&amp;T provides the tandem switching and the transport function, VERIZON provides local switching and AT&amp;T routes traffic via the VERIZON tandem, then (i) AT&amp;T will bill the IXC for both Parties' switched access services; and (ii) notwithstanding the MECOD/MECAB guidelines, AT&amp;T will remit to VERIZON 90% of the charges collected from the IXC.</p> <p>4.5 In the case of Switched Access Services provided through either Party's access Tandem, the Party providing the access Tandem transit will have no responsibility for ensuring that the Switched Access Service Customer will accept or pay for the traffic.</p> <p>4.6 The Tandem Party in meet point trunking arrangements shall direct traffic received from Switched Access Customers directly to the other Party's End Office serving the called party where such connection exists and is available. Where no such End Office connection exists or is available, traffic received from Switched Access Customers in all cases shall be sent to the other Party's Tandem that is subtended by such End Office.</p>	<p><del>4.3 When AT&amp;T provides the tandem switching and the transport functions, VERIZON provides local switching, and AT&amp;T routes traffic via direct end-office trunks, then (i) AT&amp;T will bill the IXC for both Parties' switched access services; and (ii) notwithstanding the MECOD/MECAB guidelines, AT&amp;T will remit to VERIZON 70% of the charges collected from the IXC.</del></p> <p><del>4.4 When AT&amp;T provides the tandem switching and the transport function, VERIZON provides local switching and AT&amp;T routes traffic via the VERIZON tandem, then (i) AT&amp;T will bill the IXC for both Parties' switched access services; and (ii) notwithstanding the MECOD/MECAB guidelines, AT&amp;T will remit to VERIZON 90% of the charges collected from the IXC.</del></p> <p><del>4.5 In the case of Switched Access Services provided through either</del>  <del>4.4 Neither</del> Party's access Tandem, the Party providing the access Tandem transit will have <del>no</del><u>the</u> responsibility for ensuring that the Switched Access Service Customer will <del>accept</del><u>customer accepts</u> or <del>pay</del><u>pays</u> for the traffic <u>billed by the other Party</u>.</p> <p><del>4.6 The Tandem Party in meet point trunking arrangements</del>  <u>4.5 Verizon</u> shall direct traffic received from Switched Access Customers <u>customers</u> directly to the other Party's <del>AT&amp;T's End</del><u>end</u> Office <del>office</del> serving the called party where such connection exists and is available. <del>Where no such End Office connection exists or is available, traffic received from Switched Access Customers in all cases shall be sent to the other Party's Tandem that is subtended by such End Office.</del></p> <p><del>4.7 The Parties agree to cooperate in determining the future technical feasibility of routing originating meet point billing traffic via a Tandem of one Party and a Tandem of the other Party for the purpose of delivering such traffic to the Switched Access Customer. If such an arrangement is found to be technically feasible, the Parties will cooperate in implementing the arrangement, including the adoption of appropriate compensation terms.</del></p>
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	<p>4.7 The Parties agree to cooperate in determining the future technical feasibility of routing originating meet point billing traffic via a Tandem of one Party and a Tandem of the other Party for the purpose of delivering such traffic to the Switched Access Customer. If such an arrangement is found to be technically feasible, the Parties will cooperate in implementing the arrangement, including the adoption of appropriate compensation terms.</p> <p>4.8 Originating Feature Group B calls delivered to either Party's Tandem shall use GR-317-CORE signaling format unless the associated FGB carrier employs GR-394-CORE signaling for its FGB traffic at the serving access Tandem.</p> <p>4.9 The Parties will exchange SS7 signaling messages with one another, where and as available. The Parties will provide all line information signaling parameters including, but not limited to, Calling Party Number, Charge Number (if it is different from Calling Party Number), and originating line information ("OLI"). For terminating FGD, either Party will pass any CPN it receives from other carriers. All privacy indicators will be honored. Where available, network signaling information such as Transit Network Selection ("TNS") parameter (SS7 environment) will be provided by the end office Party wherever such information is needed for call routing or billing. Where TNS information has not been provided by the End Office Party, the Tandem Party will route originating Switched Access traffic to the IXC using available translations. The Parties will follow all industry Ordering and Billing Forum (OBF) adopted guidelines pertaining to TNS codes.</p> <p>5. STANDARDS - The Parties will use the following interconnection standards:</p>	<p><del>4.8</del><u>4.6</u> Originating Feature Group B calls delivered to either Party's <del>Tandem</del><u>tandem</u> shall use GR-317-CORE signaling format unless the associated FGB carrier employs GR-394-CORE signaling for its FGB traffic at the serving access <del>Tandem</del><u>tandem</u>.</p> <p><del>4.9</del><u>4.7</u> The Parties will exchange SS7 signaling messages with one another, where and as available. The Parties will provide all line information signaling parameters including, but not limited to, Calling Party Number, Charge Number (if it is different from <del>Calling Party Number</del><u>calling party number</u>), and originating line information ("OLI"). For terminating FGD, either Party will pass any CPN it receives from other carriers. All privacy indicators will be honored. Where available, network signaling information such as Transit Network Selection ("TNS") parameter (SS7 environment) will be provided by the end office Party wherever such information is needed for call routing or billing. Where TNS information has not been provided by the <del>Endend Office</del><u>office</u> Party, the <del>Tandem</del><u>tandem</u> Party will route originating Switched Access traffic to the IXC using available translations. The Parties will follow all industry Ordering and Billing Forum (OBF) adopted guidelines pertaining to TNS codes.</p> <p>5. STANDARDS - The Parties will use the following interconnection standards:</p>
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	<p>5.1 The Parties agree to establish Binary 8 Zero Substitution - Extended Super Frame ("B8ZS ESF") line protocol, where technically feasible.</p> <p>5.2 In those cases where either Party's equipment will not support 64K Clear Channel Capability ("CCC"), the Parties agree to establish AMI line coding. Any AMI line coding will be Superframe formatted. Except where multiplexing to a DS1 signal, DS3 facilities will be provisioned with C-bit parity.</p> <p>5.3 Where additional equipment is required, such equipment shall be obtained, engineered, and installed to support 64K CCC trunks.</p> <p>5.4 All interconnection facilities between the Parties will be sized according to forecasts developed per the requirements of Section 10.3 (Forecasting) of this Agreement and sound engineering practices.</p> <p>5.5 Interconnection will be provided, subject to the operations plan described in Section 2 of Part B, utilizing either a DS1 or DS3 interface or, with the mutual agreement of the Parties, another technically feasible interface (e.g., STS-1).</p>	<p>5.1 The Parties agree to establish Binary 8 Zero Substitution - Extended Super Frame ("B8ZS ESF") line protocol, where technically feasible.</p> <p>5.2 In those cases where either Party's equipment will not support 64K Clear Channel Capability ("CCC"), the Parties agree to establish AMI line coding. Any AMI line coding will be Superframe formatted. Except where multiplexing to a DS1 signal, DS3 facilities will be provisioned with C-bit parity.</p> <p>5.3 Where additional equipment is required, such equipment shall be obtained, engineered, and installed to support 64K CCC trunks.</p> <p>5.4 All interconnection facilities between the Parties will be sized according to forecasts developed per the requirements of Section 10.3 (Forecasting) of this Agreement and sound engineering practices.</p> <p>5.5 Interconnection will be provided, subject to the operations plan described in Section 2 of Part B, utilizing either a DS1 or DS3 interface or, with the mutual agreement of the Parties, another technically feasible interface (e.g., STS-1).</p> <p><u>6.0 (see issue V-1 infra)</u></p> <p><b><u>PART C: TRUNK ARRANGEMENTS</u></b></p> <p><b><u>1. The Parties shall establish the following separate and distinct trunk groups in accordance with this Part C.</u></b></p> <p><b><u>1.1 One-way ESIT trunks for the transmission and routing of terminating ESIT, Transit Traffic, and translated intraLATA 8VY traffic. If AT&amp;T so requests, such trunk groups will operate as two-way trunks for testing purposes, but shall carry only one-way terminating traffic.</u></b></p>
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	<p><u>1.2 Two-way Meet Point Billing trunks for the transmission and routing of jointly provided exchange access traffic, including translated interLATA and intralATA 8YY traffic in accordance with Part B, Section 4.</u></p> <p><u>1.3 At AT&amp;T's request, one-way untranslated 8YY trunks for the transmission and routing of untranslated 8YY traffic. All originating toll free service calls for which AT&amp;T requests that VERIZON perform the SSP function (e.g., perform the database query) shall be delivered to VERIZON, using an agreed upon signaling format. This can be either GR-394-CORE format with Carrier Code "0110" and a mutually agreed upon Circuit Code or GR-317-CORE format. Charges for dipping and transport to the IXC will be billed in accordance with MECCOD/MECAR guidelines.</u></p> <p><u>1.4 Two-way BLV/BLVI trunks for the transmission and routing of BLV/BLVI traffic between each Party's operator service bureau, in accordance with Section 12 below.</u></p> <p><u>1.5 One-way 911/E911 Trunks for the transmission and routing of terminating E911/911 traffic.</u></p> <p><u>1.6 Where traffic management or protective protocols such as call gapping are not implemented, one-way choke trunks for traffic congestion and testing.</u></p> <p><u>1.7 One-way or two-way, as requested by AT&amp;T, combined-use EG-D trunks on which AT&amp;T may combine originating ESUT with exchange access traffic on Feature Group B and D exchange access trunks AT&amp;T obtains from VERIZON, and AT&amp;T report to VERIZON the factors necessary for proper billing of such combined traffic as set forth in Section 5.6 (Measurement and Billing) of the Agreement.</u></p>
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2. All originating Toll Free Service calls for which the End Office Party performs the SSP function, if delivered to the Tandem Party, shall be delivered by the End Office Party using GR-394 CORE format for IXC bound calls, or using GR-317-CORE format for LEC bound calls, over a separate Meet Point Billing Trunk Group. This trunk group can also be used for incoming IXC originated traffic destined for the AT&T End Office.
3. Notwithstanding Section 6 below, if AT&T implements multiple Meet Point Billing trunk groups in a LATA, then AT&T will route all translated intral ATA 8YY traffic originating on any Nortel DMS250<sup>TM</sup> and Lucent 5ESS<sup>TM</sup> switch identified in the LERG with an OCN of 7124 to a mutually agreed upon, single destination (i.e., VERIZON Tandem) in the LATA.
4. The originating Party will determine trunk routing for ESIT it delivers to the other Party. The terminating Party may send the originating Party a TGSR to (1) groom out trunks to one or more alternative switches or (2) augment or diminish certain trunk groups. Upon receipt of a TGSR, the originating Party agrees to promptly evaluate the request and reply whether it agrees to implement or not the TGSR action.
5. The Parties will work cooperatively to assure that reasonable diversity is achieved among the trunk groups between each Party's switches within each LATA.
6. The Parties shall deliver over any I-Traffic trunk groups groomed for a specific access tandem only traffic destined for those publicly-dialable NPA-NXX codes served by: (1) End Offices that directly sublend the access Tandem; (2) other VERIZON End Offices that do not normally sublend such Tandem, for which calls are routed to that End Office on an alternate routing basis; and (3) those providers (including, but not limited to CMRS providers, ITCs, other independent LECs, and CLECs) that directly connect to the

		<p><u>access Tandem. With respect to Subsection (2), VERIZON will provide to AT&amp;T any alternate routing plan it has developed, so that AT&amp;T may route traffic pursuant such plan in the event of a network failure or other service affecting event.</u></p>
I-1 (Cont'd)		<p><u>7. The Parties shall deliver over any I-Traffic trunk groups groomed for a specific End Office only traffic destined for those publicly-dialable NPA-NXX codes served by that End Office, unless otherwise agreed to by the Parties,</u></p> <p><u>8. The source for the routing information for all traffic shall be the then current version of the LERG, issued by Telecordia Technologies, Inc., unless otherwise agreed to between the Parties,</u></p> <p><u>9. Where either Party delivers over the ESIT trunk groups miscellaneous calls (i.e., time, weather, 976, Mass Calling Codes) destined for the other Party, it shall deliver such traffic in accordance with the serving arrangements defined in the LERG. Billing for these calls will be as defined in Section 5.6 (Measurement and Billing) or Section 7 (Transport and Termination of Other Types of Traffic), as applicable.</u></p> <p><u>10. Subject to the network management provisions of Section 10 of the Agreement, the Parties will cooperate to establish either (1) the capability to perform call gapping and other protective network traffic management controls or (2) separate, choke trunk groups for the completion of calls to Customers such as radio contest lines.</u></p> <p><u>11. N11 codes (e.g., 411, 611, 911) shall not be sent between the Parties' networks over the I-Traffic trunk groups. Where applicable (e.g., 911), separate trunk groups will be established to carry traffic associated with such codes.</u></p>

12. Each Party shall establish procedures whereby its operator bureau will coordinate with the operator bureau of the other Party in order to provide BLV/BLVI services on calls between their respective line side end users. BLV and BLVI inquiries between operator bureaus shall be routed over the ESIT trunk group(s) using network-routable access codes published in the LERG.

13. With respect to ESIT trunk groups, the originating Party shall be responsible for all Control Office functions for interconnection trunks and trunk groups; as well as the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups as more fully described in Section 10 (Network Implementation) of this Agreement. With respect to Meet Point trunk groups, the End Office Party is responsible for all Control Office functions, and shall be responsible for the overall coordination, installation, and maintenance responsibilities for those trunks and trunk groups as more fully described in Section 4 of Part B herein and Section 10 (Network Implementation) of this Agreement.

14. The Parties will implement trouble and testing procedures in accordance with the terms set forth in Section 10 (Network Implementation) of this Agreement.

15. The technical and operational interfaces and procedures to be followed by the Parties are set forth in Section 10 (Network Implementation) of this Agreement.

16. The Parties shall establish joint forecasting responsibilities for traffic utilization over trunk groups. Intercompany forecast information will be provided by the Parties in the frequency and format set forth in Section 10.3 (Forecasting) of this Agreement.

		<p><u>17. A blocking standard of one half of one percent (.005) shall be maintained during the average busy hour for final trunk groups carrying jointly provided Switched Access traffic between an end office and an access tandem. All other final trunk groups are to be engineered with a blocking standard of one percent (.01).</u></p> <p><u>To ensure that blocking standards are being met, VERIZON agrees to provide upon request of AT&amp;T, the following information on all trunks, regardless of the type of traffic being transported:</u></p> <p><u>17.1 the percentage of trunk groups blocked by route in VERIZON's network,</u></p> <p><u>17.2 traffic usage data (including, but not limited to, usage, peg and overflow counts) for each AT&amp;T NXX subtending the VERIZON tandem to determine which AT&amp;T traffic by NXX is being blocked, and</u></p> <p><u>17.3 the point(s) behind the tandem in VERIZON's network where the blocking is occurring.</u></p> <p><u>18. The Parties agree to jointly manage the capacity of I-Traffic trunk groups by developing and implementing engineering guidelines which will encourage the economic deployment of increasingly robust and diverse interconnection between their networks. The Parties agree that these guidelines, when developed, will form the basis for creation of additional trunking.</u></p>
III-10-a	Sections 11.2.17 and 11.2.18 of AT&T's proposed agreement set forth contract terms and conditions that are necessary and appropriate to implement line sharing and line splitting	<p><u>Adopt AT&amp;T's Schedule 11.2.17, as revised by AT&amp;T (deleted language strikethrough, new language in red):</u></p> <p style="text-align: center;"><u>Schedule 11.2.17</u></p> <p style="text-align: center;"><u>Line Sharing and Line Splitting</u></p> <p><u>Definitions:</u></p>

The terms listed below shall have the following meaning when used within this Schedule:

~~Authorized Agent~~ A certified CLIEC or any other entity with whom AT&T has a relationship to provide services within the HPS of a local loop LNE employed or ordered by AT&T.

~~Disetal Designed Loop~~ A metallic loop provisioned in accordance with specific AT&T requirements that are provided on a case by case basis, typically involving conditioning or the removal of bridge taps, load coils, etc.

~~High Frequency Spectrum (HFS)~~ The frequency range above the traditional voiceband (e.g., 4000 Hz on a continuous copper loop facility that is used to transmit communications independently of transmissions in the low frequency range (e.g., 4000 Hz and below) that may be simultaneously used for circuit switched voice band services.

Sections 11.2.17 and 11.2.18 of AT&T's proposed agreement set forth contract terms and conditions that are necessary unless expressly stated herein. Line Sharing, Line Splitting and all associated terminology shall have the same meaning as in Verizon's New York State tariffs not appropriate in the documentation describing the operational processes to implement support line sharing and line splitting developed by, or in connection with, the DSL Collaborative proceeding conducted under the auspices of the New York State Department of Public Service ("DSL Collaborative") and operational agreements between AT&T and Verizon in New York (collectively the "New York DSL Process").

~~Line Sharing~~ Use of the HPS of Verizon's local loop by AT&T or a third party CLIEC to provide Advanced Services to customers when Verizon simultaneously provides the customer's retail local voice service in the low frequency spectrum of the same local loop.

~~Line Splitting~~ Simultaneous use of both the low frequency spectrum and high frequency spectrum of a single loop by AT&T when Verizon does not provide the customer's retail local service

~~using the low frequency spectrum. AT&T, using its own facilities or the UNEs of Verizon, provides services in the low frequency spectrum. Services in the high frequency spectrum may be provided by either AT&T or a third party CLBC, given that the CLBC providing service in the HFS is authorized by AT&T, the party responsible for the entire loop, to utilize the HFS. Services in the HFS may be provided using AT&T's own facilities, through the use of resold services (whether retail or wholesale), through the use of UNEs, or any technically feasible combination of the preceding.~~

~~Low Frequency Spectrum (L.F.) The frequency spectrum of the loop facility, typically a continuous copper facility, extending from 300 to 4000 Hz; the frequency range from 3000 — 4000 Hz is typically not used for transmission of communications.~~

~~xDSL A common reference to advanced services that use digital subscriber line technology, including ADSL (asymmetric digital subscriber line), HDSL (high-speed digital subscriber line), UDSL (universal digital subscriber line), VDSL (very high speed digital subscriber line), and RADSL (rate-adaptive digital subscriber line) to send signals over copper wires to packet switches. The small "x" before the letters DSL signifies a reference to a generic transmission technology, as opposed to a specific DSL "flavor."~~

~~NC/NCI (Network Channel/Network Channel Interface) Information Codes used to identify the technical details of the channel (NC Codes) and the channel interface elements (NCI Code) of a facility, such as the number of conductors, protocol, transmission level points, etc. They are a registered trademark of Telecordia Technologies, Inc. and are administered by that entity.~~

~~Power Spectral Density (PSD) A measurement that defines the maximum limit on signal power densities as a function of frequency, so as to permit engineers to deploy an xDSL technology in a manner that minimizes cross-talk (or signal interference) between conductors within the local loop plant.~~

1.1 Verizon shall provide Line Sharing and Line Splitting support to AT&T so that AT&T may provide services through use of the high

frequency spectrum (HFS) of the local loop facility. Such services include, but are not limited to, ADSL (in accordance with T1.413), Splitterless ADSL (in accordance with T1.419), RADSL (in accordance with TR # 59), MVL (a proprietary technology), or any other any xDSL technology that is presumed to be acceptable for shared line deployment in accordance with FCC rules or has been deployed by any other carrier in any state, subject to the terms and conditions set forth herein.

~~1.1.1 In order for a loop facility to be eligible for Line Sharing, the following conditions must be satisfied for the duration of the Line Sharing arrangement: (i) the loop facility must be capable of supporting the Power Spectral Density Mask (PSD) of the equipment attached; (ii) Verizon must be providing simultaneous circuit-switched retail local service to the retail customer served by the loop facility in question; (iii) the customer's dial tone must originate from a Verizon End Office Switch in the Wire Center where the arrangement is being requested; and (iv) the xDSL technology attached to the loop by AT&T must not result in any proven and significant degradation of retail local voice service provided over the same loop facility.~~

~~1.1.2 In order for a loop facility to be eligible for Line Splitting, condition (i) from 1.1.1 above must apply for the duration of the Line Splitting arrangement. In addition, if AT&T is providing voice service over the loop through the use of Verizon's unbundled local switching and shared transport elements, conditions (iii) and (iv) from 1.1.1 must also apply for the duration of the Line Splitting arrangement.~~

~~1.2 Verizon shall make Line Sharing and Line Splitting available to AT&T at TELRIC rates set forth in Exhibit A. Prices for line sharing and line splitting support shall be specific to Virginia, but Verizon shall bear the burden of justifying material variances from the pricing and price structure adopted in New York. These rates and/or rate structures shall be considered interim in nature until the Commission has approved them or otherwise allowed them to go into effect as a result of a proceeding before the Commission. If, as a result of any such proceeding, the Commission~~

~~should approve (or otherwise allow to go into effect) permanent rates and/or rate structures different than those shown in Exhibit A, all such approved or effective permanent rates and/or rate structures shall supersede those shown in Exhibit A. The permanent rates shall be effective retroactively to the Effective Date. The Parties shall true-up any amounts previously invoiced as if the permanent rates had been in effect as of that date. Each Party shall invoice the other for any amounts due to it as a result of such true-up, and all such invoices shall be paid in accordance with the Billing and Payment provisions of this Agreement.~~

1.3 The following operational support procedures shall apply to Line Sharing and Line Splitting:

1.3.1 To determine whether a loop facility qualifies for Line Sharing, the Loop must first be pre-qualified (unless it has been previously pre-qualified as a Digital Designed Loop to determine if the Loop facility can reasonably support services in the HFS of the loop. To perform the pre-qualification, AT&T may utilize, at its option, any of the Loop pre-qualification methods currently provided by or used by Verizon, provided that the same qualification procedure is required of all other parties engaged in Line Sharing or Line Splitting with Verizon, including any affiliate of Verizon. These methods include: 1) any mechanized Loop qualification process available to Verizon or any other party; 2) the manual Loop qualification processes described in the terms applicable to Digital Designed Loops, as referenced in paragraph (v) below; or 3) an Engineering Query, a standard practice especially for Digital Designed Loops, where additional Loop information not available through the manual Loop qualification process is provided. Should Verizon subsequently offer develop any other Loop qualification procedures or methods to for any other party engaged in Line Sharing or Line Splitting with Verizon, then Verizon shall provide AT&T with a non-discriminatory opportunity to participate in planning and implementing modifications to available data compilations or procedures and shall simultaneously make any new or changed procedures and new or restructured data available to AT&T, if so requested by AT&T, for use at AT&T's option. The pre-qualification interface(s) shall be uniform across all of the states

served by Verizon.

1.3.2. When AT&T engages in Line Splitting, it may, at its option, utilize the same procedures available to qualify a loop as are made available for Line Sharing. To the extent that AT&T requires additional information in order to submit an order to establish Line Splitting, such as information that the loop is capable of supporting service in the HFS of the loop, Verizon will make the information necessary to make such a determination available through the same pre-ordering interface as currently employed for LINE P orders that do not involve Line Splitting.

1.3.32. Notwithstanding the foregoing, AT&T may elect not to perform Loop pre-qualification for line splitting using a qualification procedure other than those offered by Verizon and in such cases Verizon shall not reject an AT&T order for Line Splitting because Verizon's Loop pre-qualification procedure was not performed. If a loop was previously pre-qualified and/or conditioned by another carrier, whether independent of or affiliated with Verizon, Verizon shall make that fact known to AT&T through a pre-ordering transaction and Verizon shall be responsible for assuring the loop can support service in the HFS, regardless of whether or not AT&T performs a pre-qualification of the loop. When AT&T opts not to use Verizon's tools to perform Loop pre-qualification on a loop employed in Line Splitting and the Loop was not in use providing the same xDSL service at the time of its order, AT&T will not hold Verizon responsible for service performance in the HFS unless and until the Loop is qualified according to then-current Verizon Loop qualification procedures. When AT&T elects not to use Verizon's loop pre-qualification procedure, it shall not be assessed any charge for such procedure.

1.3.3. Notwithstanding the above, Verizon will permit and support AT&T's re-use of a loop for a line sharing or line splitting configuration if the loop is currently employed to provide active ADSL service, whether or not, AT&T performs a loop qualification.

1.3.4. AT&T shall place orders for Line Sharing or Line

~~Splitting by delivering to Verizon a valid service order. Such service order shall contain all required information and be provided in accordance with industry format and specifications when such standards exist. To the extent such standards do not exist, Verizon has a present obligation to propose a reasonable format for such orders and AT&T will negotiate in good faith to reach mutual agreement on a format. However, Verizon may not reject orders for manual processing solely because the Parties have not yet agreed on an order format. Once the Parties have reached mutual agreement on an ordering format, either party may opt to submit additional unresolved issues to dispute resolution as provided in Section 28.11. The Parties agree to use the existing interface for submission of UNE-P orders and order status tracking, unless AT&T agrees to do otherwise. The ordering interface shall be uniform across all of the states served by Verizon.~~

~~1.3.5 Verizon shall provide non-discriminatory operational support to AT&T and any Authorized Agent for the purpose of Line Splitting. Verizon will implement a region-wide methodology, contemporaneously with implementation in New York but in no event later than January 2002, to effectuate a records-only billing conversion from Line Sharing to Line Splitting when the carrier providing service in the HFS continues service to a retail customer and AT&T becomes the provider of the voice service in the low-frequency spectrum of the Loop. In such cases, Verizon will accept an order issued either by AT&T or by the Authorized Agent, provided that the Authorized Agent uses a carrier identifier code that identifies AT&T as the responsible entity. For such orders, Verizon's records shall reflect that AT&T is the entity purchasing the existing Loop network element on a prospective basis, and that the Loop facility includes any splitter Verizon has deployed on the Loop. In such cases, Verizon shall not make any changes to the physical configuration serving the end user unless mutually agreed upon in advance by both parties. Verizon may opt to employ manual or mechanized procedures to implement the billing conversions; however, Verizon's procedures shall not limit AT&T's ability to serve the retail customer or to transact business with its Authorized Agent. Upon the completion date of the order, AT&T will assume financial liability for the configuration on a prospective~~

basis, according to the provisions of this Agreement, and Verizon will direct billing to the account number(s) designated by AT&T. Furthermore, to the extent that collocation or other equipment of the Authorized Agent is used in the Line Splitting configuration, Verizon shall treat such equipment and collocation as though it were AT&T's when performing the cross-connections specified on any orders issued by AT&T or its Authorized Agent. AT&T and Verizon shall define a mutually agreeable means for identifying an Authorized Agent of AT&T and defining permissible activities by such Authorized Agents. If the parties do not reach agreement on such issues within TBD days of the effective date of this agreement or TBD date, whichever occurs earlier, either party may submit such issues to dispute resolution.

1.3.4 Collocation arguments required either at the POT Bay, Collocation node, or for splitter placement, shall be ordered using standard Collocation applications and procedures, unless otherwise agreed to by the Parties or specified in this Agreement; provided, however, the collocation interval for expanding connecting facilities for existing collocations is forty-five (45) business days starting from submission of an accurate argument application through completion of collocation space that is accepted by AT&T. When engaging in Line Sharing in a particular office, AT&T will designate which splitter option it is choosing on the Collocation application or argument.

1.3.7 If the HFS Loop (for Line Sharing) or the Loop LINE (for Line Splitting) has been pre-qualified as provided herein or if AT&T elects not to pre-qualify a Loop LINE for Line Splitting, and AT&T submits a valid and accurate service order, Verizon will return a firm order commitment (FOC) within 1 business day (weekends and holidays excluded) for an order with less than six (6) loops and within 3 business days (weekends and holidays excluded) for an order with six (6) or more loops, unless a shorter interval is ordered by the Commission.

1.3.8 If connections to collocation must be established or modified, then AT&T or its agent will provide the connecting facility

assignment (CEA) information appropriate to making such connections or modifications:

1.3.9 AT&T may request, and Verizon shall migrate, a UNE Platform combination provided by Verizon to a Line Splitting arrangement. AT&T or its Authorized Agent shall make all cross-connections within its collocation space. Verizon shall be responsible for connecting the loop outside plant to the CEA specified by AT&T or its Authorized Agent. Verizon shall also connect the identified CEA of the low frequency spectrum output of the splitter to the unbundled local switching element as specified by AT&T or its Authorized Agent.

1.3.105 Verizon shall provide nondiscriminatory support for Line Splitting, as compared to Line Sharing or to Verizon's provisioning of comparable DSL-based services for itself or an affiliate, when the physical arrangements supporting such offerings are comparable. For example, when provisioning Line Splitting for AT&T, Verizon shall assure that no more cross-connections are required than it employs when deploying a Line Sharing arrangement in the same office and the splitter used to enable Line Sharing is deployed in a comparable collocation arrangement.

1.3.116 Adding services in the high frequency portion of a Loop to a pre-existing UNE-P configuration shall have no adverse impact on the Customer's existing UNE-P service. Specifically, unless the order submitted to Verizon specifies a change, the provisioning procedure employed by Verizon shall not result in the loss of the customer's working telephone number, the currently operating Loop (unless AT&T determines that such Loop will not support services in the HFS), 911 access and listings, Line Information Data Base information, activated features on the switch, directory listings or directory assistance database listings. The only exception is that a service interruption for POTS may occur, but any such interruption shall not exceed that which occurs when Verizon reconfigures one of its own POTS lines to a Line Sharing configuration for itself or another carrier.

~~1.3.12 The standard loop or UNE loop provisioning and installation process, as applicable, will be initiated upon receipt of a valid order from AT&T. Scheduling changes and charges associated with order cancellations after conditioning work has been initiated are governed by the terms pertaining to Digital Designed Loops. The standard provisioning interval, whether for a Line Sharing or Line Splitting arrangement, initially shall be the lesser of three (3) business days or parity (with Verizon's separate data affiliate) for 2W Loops or such other loop types that are employed in either Line Sharing or Line Splitting. In no event shall the interval offered to AT&T, whether for Line Sharing or Line Splitting arrangements, be longer than the interval offered to Verizon's retail operations, any affiliate of Verizon or any non-affiliated carrier. When delivery of the loop facilities requires pair swaps or line and station transfers in order to free up appropriate facilities, the provisioning interval offered shall be no more than six (6) business days, but in no event shall such provisioning be longer than the interval applied to Verizon or any of its affiliates. Verizon shall track the provisioning intervals and due dates met separately for Line Sharing and Line Splitting and shall demonstrate that the support delivered by Verizon to AT&T is no worse than that delivered to Verizon's retail operation, any affiliate of Verizon or any unaffiliated companies, whichever represents the best performance attained in any one month.~~

~~1.3.6 AT&T will provide reasonable, timely, and accurate forecasts of its Line Sharing requirements sent annually, including splitter placement elections. These forecasts, which shall be non-binding, are in addition to projections provided for other stand-alone unbundled loop types. No separate forecasting requirement shall be imposed on AT&T for loops employed in Line Splitting configurations.~~

~~1.4.3.7 AT&T shall provide Verizon with the information required by FCC Rules regarding the type of xDSL technology that it deploys on each loop facility employed in Line Sharing or Line Splitting. Unless stated otherwise, this information will be conveyed by the Network Channel/Network Channel Interface Code (NC/NCI) or equivalent information on the order.~~

Verizon shall retain such information and shall not modify its facilities so as to make the loop incapable of providing the ADSL service. Where valid NC/NCI codes are not available to accommodate AT&T's deployment of future xDSL technologies, Verizon shall work with AT&T to develop an alternative method of notification but in no event shall the lack of a valid NC/NCI code delay AT&T's service introduction by more than 30 days past the initial notification that the need for a new NC/NCI code or combination may be required to fully describe the service parameters. Where any proposed change in technology is planned on a loop employed in Line Sharing or Line Splitting and such change may result in the transmissions exceeding characteristics permissible under the Power Spectral Density (PSD) implicit in the NC/NCI previously communicated, AT&T will provide this information to Verizon so that Verizon may (1) update loop facility records, (2) anticipate effects that the change may have on the local service Verizon may be providing in a Line Sharing arrangement, and (3) analyze potential spectrum interference implications for loop facilities in the same or adjacent binder groups. As described more fully in Verizon/Bell Atlantic Technical Reference 72575, the current xDSL technology used for Line Sharing Arrangements shall operate within the PSD limits set forth in T1.417, PSD #5 & 9 formerly T1.413-1998 (ADSL), T1.419-2000 (Splitterless ADSL), or TR50-1999 (RADSL), and MYL (a proprietary technology) shall operate within the 0 to 4 kHz PSD limits of T1.413-1998 and within the transmit PSD limits of T1.601-1998 for frequencies above 4 kHz, provided that the MYL PSD associated with audible frequencies above 4 kHz shall be sufficiently attenuated to preclude significantly degrading voice services. The foregoing notwithstanding, AT&T's deployment of services in the high frequency portion of the loop shall be subject only to the limitations of applicable rules and regulations of the FCC.

1.5. When AT&T deploys a splitter in the central office in order to access the HFS of a loop, AT&T must deploy the splitter in a physical (whether caged, shared cage, or common) or virtual Collocation arrangement at the same Verizon Serving Wire Center where the loop terminates. When a splitter is deployed in the central office, AT&T is responsible for providing a splitter that complies

with American National Standards Institute (ANSI) specification T1.413 (or successor specifications) and that satisfies the same National Equipment Board Standards (NEBS) requirements that Verizon imposes on its own splitter equipment or the splitter equipment of any Verizon affiliate. AT&T shall have the right to choose the type of collocation space it will employ, should collocation be required, subject to the space limitation provisions. AT&T is also responsible for providing the equipment necessary to support services in the high frequency portion of the loop, including any Customer Premises Equipment (CPE) necessary to support the services it intends to deliver using that spectrum. Such equipment includes, without limitation, CPE splitters, filters and/or other equipment as may be necessary. Splitter arrangements must be installed and functional before AT&T submits an order for Line Sharing or Line Sharing.

~~1.6 Notwithstanding the foregoing, Verizon shall offer to provide AT&T with access to Verizon-owned splitters on a line-at-a-time basis, and AT&T shall have the right to request Verizon provide such attached loop electronics in a central office on 90 days notice. Once such splitters are deployed, Verizon will provision AT&T's orders for Line Sharing or Line Splitting using such Verizon-provided splitters within the intervals described herein. If Verizon declines to provide such capability to AT&T, it will implement such capability within 45 days of an FCC order requiring HECs generally to do so. If the Parties are unable to reach agreement regarding the implementation of such obligations, either Party may subject the issue to Dispute Resolution as provided in Section 28.11 of this Agreement.~~

~~1.7 AT&T will have the following options for testing loop facilities whether employed in Line Sharing or Line Splitting:~~

~~1.7.1 When the splitter is deployed within collocation space that AT&T may access, AT&T may conduct its own physical tests of the loop facility from AT&T's collocation area to the customer premises. If it chooses to do so, AT&T may supply and install a test head to facilitate such physical tests, provided that: (i) the test head satisfies the same NEBS requirements applicable to other collocated~~

equipment as provided in FCC rules; and (ii) the test head does not interrupt the voice circuit to any greater degree than a conventional metallic loop test (MLT) test when Line Sharing is occurring. Specifically, the AT&T provided test equipment may not interrupt an in-progress voice connection in the low frequency spectrum and must automatically restore any circuits tested in intervals comparable to MLT in accordance with accepted industry practices. This optional AT&T provided test head may be installed between the splitter port that connects to outside plant input and the POF bay (or equivalent).

1.7.2 ~~When AT&T opts to deploy the splitter in common collocation space, either Verizon or a Verizon approved vendor selected by AT&T shall, at AT&T's request, install an AT&T provided test head to enable AT&T to conduct remote tests of the loop facility connecting to the customer premises. This optional AT&T provided test head shall be installed at a point between the splitter port connecting to the outside loop plant and the Verizon provided test head that is used by Verizon to conduct its own testing of the loop facility. The AT&T provided test head must satisfy the same NEBS requirements otherwise applicable to collocated equipment under FCC rules and may not interrupt the local voice service in the low frequency spectrum to any greater degree than a conventional MLT test in accordance with accepted industry practices. Specifically, the AT&T provided test equipment may not interrupt an in-progress voice connection in the low frequency spectrum and must automatically restore any circuits tested in intervals comparable to MLT.~~

1.7.3 ~~Regardless of where the splitter is deployed, Verizon may, at its own expense, deploy its own test head(s). Verizon may conduct tests of the loop facility using a Verizon provided test head, provided that such testing may not interrupt an in-progress communications in the MFS (for either Line Sharing or Line Splitting) or the low frequency spectrum in the case of Line Splitting. Furthermore, the testing performed by Verizon must automatically restore any circuits tested in intervals comparable to MLT. Upon request, Verizon will provide results of such testing to AT&T during normal trouble isolation procedures in accordance with reasonable~~

procedures:

1.7.4 Unless otherwise mutually agreed, for both Line Sharing and Line Splitting, Verizon shall permit AT&T to log and track trouble tickets, execute MLT tests, and receive the results of such testing using the interface established for UNE-P customer configurations. The Parties will establish and implement mutually agreeable procedures to support maintenance and repair in this manner within 30 days of the Effective Date of this Agreement after which either Party may opt to submit unresolved issues to Dispute Resolution as provided in Section 28.11 of this Agreement.

1.7.5 The Parties will continue to work cooperatively on testing procedures. To this end, in situations where AT&T has attempted to use one or more of the foregoing testing options but is still unable to resolve the error or trouble on the loop facility, Verizon and AT&T will each dispatch a technician to an agreed-upon point at the Main Distribution Frame (or in exceptional cases to an agreed-upon site in the field) to conduct a joint meet test to identify and resolve the error or trouble. Verizon may assess a charge for a misdirected dispatch only if the error or trouble is determined to be one that AT&T should reasonably have been able to isolate and diagnose through one of the testing options available to AT&T above. The Parties will mutually agree upon the specific procedures for conducting joint meet tests, including but not limited to, specification of how a joint meet will be coordinated and the consequences for either party's failure to dispatch in a timely manner. In addition, the Parties shall establish testing procedures, including test access, compatible with the terms and conditions herein to address offices where POT bays are not required by Verizon. The Parties will establish and implement mutually agreeable procedures within 30 days of the Effective Date of this Agreement after which either Party may opt to submit unresolved issues to Dispute Resolution as provided in Section 28.11 of this Agreement.

1.8 Verizon and AT&T shall each be responsible to educate their retail Customers, as applicable under Line Sharing and Line Splitting, regarding which carrier should be called when a Customer experiences problems with its service offerings. For Line

~~Sharing. Verizon will retain primary responsibility for receipt of voice (low frequency) band trouble tickets and repair of analog voice grade services, including the physical line between the demarcation point at the Customer's premises and the AT&T collocation in a line sharing arrangement. Verizon shall refer all other customer requests for repair or maintenance as directed by AT&T. For line splitting, AT&T will have primary responsibility for receipt of all trouble tickets from the retail Customer. Verizon will be responsible for maintaining and repairing all unbundled elements provided to AT&T and for assuring they operate in an integrated combination. Each Party will be responsible for maintaining its own equipment. Before either Party initiates any activity on a loop facility that may cause a disruption of retail service of the other Party, the initiating Party shall first make a good faith effort to notify the other Party of the possibility of a service disruption. Verizon and AT&T will work together to address Customer initiated repair requests and to prevent adverse impacts to the retail customer.~~

~~1.8.1 When Verizon provides Inside Wire maintenance services to the retail Customer, Verizon will only be responsible for testing and repairing the Inside Wire as provided in its service agreement with the retail Customer. Verizon will not test dispatch a technician, repair or upgrade Inside Wire to clear trouble calls associated with services AT&T may provide in the high frequency portion of a shared loop unless requested by the retail Customer and such work is encompassed in the Verizon provided Inside Wire maintenance services. Verizon will not repair any CPE equipment provided by AT&T. Before AT&T submits a trouble ticket to Verizon, AT&T will make a good faith effort to determine whether the retail Customer's trouble is caused by equipment or facilities provided by AT&T.~~

~~1.8.2 In the case of a trouble reported by the retail Customer relating to local voice service provided by Verizon as part of a line sharing arrangement, if Verizon determines the reported trouble arises from services provided by AT&T in the high frequency portion of the shared loop, Verizon will:~~

1.8.2.1 Notify AT&T and request that AT&T test its service configuration.

1.8.2.2 If the Verizon service in the low frequency portion of the shared loop is so degraded that the retail customer cannot originate or receive POTS calls, and AT&T has not tested its services in the high frequency portion of the loop within 6 hours of such other reasonable time frame as the Parties may agree, Verizon may take steps to temporarily restore the retail service. Verizon provides in the low frequency portion of the loop by removing the appropriate splitter card, if the splitter is located in common collocation space. A Trouble Isolation Charge (TIC) will apply unless the splitter card removal does not substantially improve the service quality in the low frequency portion of the loop. If the splitter removal does not result in a material improvement in the quality of service in the low frequency portion of the loop, the splitter will immediately be re-inserted and no TIC applies. For splitters deployed in AT&T collocation, Verizon may request that AT&T disable its services in the high frequency portion of the shared loop. Upon disabling of the service by AT&T, Verizon will immediately report if the degradation of the service in the low frequency portion was resolved by the action. If the degradation is not resolved, then AT&T may re-establish service at its own discretion.

1.8.2.3 If interruption of the services in the high frequency portion resolves the degradation of service in the low frequency portion of the shared loop, upon notification from AT&T that any malfunction relating to AT&T's service has been cleared, Verizon will restore the splitter on the retail customer's loop within 6 hours in cases where AT&T has deployed the splitter in common collocation space or Verizon has deployed the splitter for AT&T.

1.8.2.4 Verizon shall not be liable for damages of any kind for temporary disruptions to AT&T's service that are the result of the above steps taken in good faith to restore the end user's service in the low frequency portion of the loop, and the indemnification provisions set forth in Section 24 shall control in such instances.

1.8. Trouble Isolation Charge (TIC) will not

~~apply unless the removal of the advanced service from a line sharing configuration substantially improves the service quality in the low frequency portion of the loop. If removal of the advanced service capability from the line sharing configuration does not result in a material improvement in the quality of service in the low frequency portion of the loop, Verizon shall immediately re-establish the advanced service capability and no LEC shall apply.~~

~~1.9 Verizon shall establish wholesale billing procedures and deliver usage records for Line Splitting arrangements that employ the UNE-P platform that provide parity support to the support provided when Verizon is engaged in Line Sharing either with its own retail operations, an affiliate of Verizon or non-affiliate. Unless specifically provided below or otherwise agreed by AT&T, wholesale billing and usage records procedures shall use the same operational procedures and interfaces used for a UNE-P configuration that does not provide service in the HFS. In particular, but without limitation, all usage records and invoicing for UNEs provided by Verizon in support of Line Splitting shall conform to those used for UNE-P except as specifically agreed to in writing by AT&T.~~

~~1.10 Independent of any other tracking obligation established in this Agreement or by any regulatory body, Verizon shall track its performance in support of Line Splitting by AT&T and provide the performance results for the following metrics on a monthly basis. Such reports shall separately state the performance results for AT&T and Verizon's support for Line Sharing when (a) its retail operation is providing service in the loop HFS, (b) an affiliate of Verizon is providing service in the loop HFS, and (c) a non-affiliated entity is providing service in the loop HFS.~~

~~1.10.1 Retail Customer voice service interruption interval when service in the HFS is added to lines with operating voice service, separately reported for configurations where the splitter is in common collocation and where the splitter is in CLFC collocation.~~

1.10.2 Trouble report rate for the voice service within 30 days of

adding service in the HPS;

~~1.10.3. Trouble report rate;~~

~~1.10.4. Mean time to repair;~~

~~1.10.5. Repeat trouble reports within 30 days;~~

~~1.10.6. % of initially confirmed due dates met;~~

~~1.10.7. Average FOC interval; and~~

~~1.10.8. Average provisioning interval.~~

1.114. Verizon also agrees to provide the following support and permit the following operational activities that may be required in order to operationalize Line Splitting:

1.114.1 Verizon will not require that AT&T connect the unbundled Loop element and the unbundled local switching element in collocation, except in those instances where the splitter necessary to separate the low and high frequency spectra is located in AT&T's collocation space.

1.114.2 Verizon will permit provide collocation-to-collocation connections between AT&T and other carriers' collocation space, regardless of the carrier owning the collocation, provided only that the two collocation sites are in the same Verizon Central Office building. AT&T shall have the option to request that Verizon provide the cross-connecting facility or to provide and install the facility itself. Such cross-connecting facilities may either be copper or fiber, at AT&T's choice, and Verizon shall not require the use of equipment or additional cross-connection points between the two collocation locations except those that may be necessary to assure proper operation of the connection.

1.12.1. AT&T will order cross connects pursuant to section 201 only when it has reason to believe that such facilities will carry at least 10% interstate traffic. Verizon may not dispute this

certification and must provision the request promptly. If Verizon believes the certification is inaccurate, it shall present its written rationale supporting its dispute to AT&T. If the parties fail to reach mutual agreement regarding the nature of the traffic and the disposition of the facility within sixty (60) days of such submission, Verizon may file a complaint with the FCC pursuant to section 208 of the Act.

**1.114.3** Without precluding AT&T's right to collocate for circuit switching equipment, Verizon will permit and will not restrict AT&T's right to collocate equipment that performs packet switching or contains packet switching as one function of multi-function equipment, provided only that the equipment conforms to the minimum NEBS safety and engineering standards applicable to other Verizon's own equipment, that may be collocated.

**1.115.1** If Verizon believes that equipment containing packet switching functionality also contains functionality that is not necessary for access to TMs or interconnection and that the presence of such functionality might foreclose AT&T's right to collocate such equipment under the FCC's Rules, Verizon shall provide written notification to AT&T that it believes AT&T has deployed or plans to collocate equipment that is not allowed under those rules, stating the reasons for its contentions. If the Parties fail to reach mutual agreement within sixty (60) days of such submission, Verizon may seek appropriate state and/or FCC intervention in the dispute. AT&T may continue to use and/or deploy the subject equipment until Verizon obtains a final and non-appealable ruling in its favor on the matter, and Verizon may not refuse to interconnect the disputed equipment to the Verizon network unless an expansion of an AT&T collocation space is required solely to permit placement of such equipment. In any such dispute, Verizon bears the burden of proof to show that the equipment at issue fails to comply with the FCC's rules.

**1.125** At AT&T's request, Verizon shall provide in Virginia the same functionality and operational support as is agreed to between the Parties in the collaborative sessions occurring in New York or that is directed by the New York State Public

Service Commission with respect to the implementation of Line Sharing or Line Splitting. To the extent that AT&T makes such a request of Verizon in Virginia, unless AT&T specifically agrees in writing, such functionality and support shall be implemented in Virginia contemporaneously with that implemented in New York, and the implementation of such functionality and operational support shall be identical to that in New York, including their impacts on AT&T's internal operations and OSS interfaces. I accept as expressly provided in this agreement, Verizon-Va shall support line sharing and line splitting with operational capabilities within Virginia in the manner established through the New York DSL Process. Verizon's delivery of support for line sharing and line splitting shall be monitored in the same manner as in New York, using the performance measurements and performance standards agreed to in the New York Carrier Working Group and those resolved by order of the New York Public Service Commission in the absence of such agreement. In the event that Verizon delivers operational support to itself or an affiliate that is superior to that specified as the performance standard for line sharing and line splitting as provided in the New York Carrier Working Group, then such performance shall serve as the standard in lieu of any absolute performance standards.

1.5.1 I accept as expressly provided in this agreement, all outputs other than rates from the New York DSL Process ("New York Outputs") shall apply in Virginia, including published operating procedures, agreements, both industry-wide and between AN&I and Verizon, tariffs and orders of the New York Public Service Commission, unless AN&I has expressly agreed otherwise or unless the Virginia State Corporation Commission has issued an order applying Federal law that specifically directs that different rules or processes should apply.

1.5.2 Unless otherwise mutually agreed by the parties, the operational interfaces and standards governing those interfaces with which AN&I must comply, including but not limited to the form, format and the required optional nature of information that must be exchanged, shall not vary in any material manner between New York and Virginia. In the event of a dispute, Verizon

shall have the burden of proving that any proposed variations are not material.

1.5.3 Within thirty (30) days of approval of this Agreement, Verizon shall identify and provide to AT&T copies of all documentation defining the operational procedures employed in New York that AT&T must follow and that Verizon will support when AT&T seeks to engage in line sharing or line splitting. Subsequent expansion or modification of operational documentation shall be handled according to procedures in subsections 3.1 and 3.2 below, to assure that the operating procedures established by the New York DSL Process are accurately reflected.

1.5.3.1 AT&T will review the documentation supplied by Verizon and identify all areas where it believes (i) further clarification is required, (ii) the documentation is incomplete or (iii) the documentation does not accurately reflect AT&T's understanding of the agreements reached or orders issued in connection with the New York DSL Process. Verizon shall respond to AT&T within ten (10) days, with a written proposal for disposing of the issues raised.

1.5.3.2 If the parties cannot reach agreement regarding modifications to the applicable documentation or the timing of changes to the documentation, as proposed by Verizon, either party may submit open issues to the Dispute Resolution process as specified in Section 28.11 of this agreement upon ten (10) days notice to the other party of its intent to do so.

1.5.4 Either party may request modification, clarification or expansion of any existing operational documentation. In such cases, the requesting party shall propose the change or make the request in writing after which the provisions of Section 1.5.3 above shall apply.

1.5.5 In the event of a conflict, operational detail set forth in period upon process documentation shall prevail over material produced solely by Verizon, including but not limited to Verizon

handbooks or material on a Verizon web site.

1.5.6 New York Outputs shall generally be implemented in Virginia contemporaneously with their implementation in New York. In no event shall Verizon-A's implementation of such outputs take longer than thirty (30) days from the New York implementation date, unless A/N-E agrees to such an extension or unless Verizon-A has applied for and received permission from the Virginia State Corporation Commission to employ a different schedule or to deploy different functionality. In such cases, Verizon-A shall provide A/N-E with notice of its intention to seek an extension from the Virginia State Corporation Commission at the same time it files its request with the Commission.

1.5.7 Either party may petition the Virginia State Corporation Commission to delay or modify implementation of obligations established through the New York DSL Process. The petitioning party shall be responsible for demonstrating why conditions vary between Virginia and New York, such that delayed or modified implementation is justified in Virginia, and there will be a strong presumption that such differences do not exist. For obligations established prior to the effective date of this agreement, any such petition shall be filed within thirty (30) days of the effective date hereof. For obligations established after the effective date of this agreement, any such request shall be filed within thirty (30) days of the agreement or failure in New York that establishes such obligation.

1.5.8 If a New York Output is not practically available in New York within the time frame specified in New York, A/N-E may seek expedited implementation within Virginia through use of the Alternative Dispute Resolution process described in Section 28.11. If no specific and binding timeframe for implementation is specified for an output of the New York Outputs, A/N-E may seek implementation of that output pursuant to a specific time line for Virginia through application of the Alternative Dispute Resolution process.

1.5.9 If the New York DSL Collaborative is

operating at the time, all requests for modifications to or expansion of Verizon VA's operational support for live sharing or live splitting capabilities shall first be submitted to the appropriate body in the collaborative process in New York unless the parties have mutually agreed to implement the change for Virginia.

1.5.9.1 If the New York DSL Collaborative fails to resolve such a request within six months of the initial request, the proponent may seek adoption of the request in Virginia through the Alternative Dispute Resolution Process. The proponent of the change shall be responsible for demonstrating that the request should be adopted in Virginia, and there shall be a strong presumption that modifications not addressed through the New York DSL Collaborative process should not be made in Virginia.

1.5.10 If the New York DSL Collaborative process is no longer operating, or is no longer considering modifications to Verizon's DSL obligations, then the proponent of a change in Virginia shall first seek to negotiate the desired change with the other party. If the parties are unable to reach agreement within thirty (30) days of the initial request, either party may seek resolution of open issues through the Alternative Dispute Resolution process. The proponent of the change shall be responsible for demonstrating that the request should be adopted in Virginia, but there shall be no presumption regarding the reasonableness of making the change for Virginia only.

1.5.11 If a tariff, operating procedure or other applicable documentation is withdrawn in New York, and no appropriate alternative document is identified to take its place, then the most recent version of the publicly available New York documentation that existed prior to the withdrawal in New York shall continue to govern operations in Virginia until replacement material is ordered upon by ANS or ordered by the Virginia State Corporation Commission.